

IN THE COURT OF COMMON PLEAS, LICKING COUNTY, OHIO

**DUTCHMAID LOGISTICS, INC.,
PCM TRANSPORT, LLC and
MARK R. LEWIS, LLC d/b/a
MARK LEWIS TRUCKING
Plaintiff,**

VS.

**NAVISTAR, INC., AND
TRUCK SALES & SERVICE, INC.
Defendants.**

licking county
common pleas court

2015 FEB 11 A 9:01

CASE NO. _____

FILED
GARY B. HARRIS
JUDGE _____

CLERK

(7) Other Case

15CV0129

COMPLAINT WITH JURY DEMAND

NOW COME, Dutchmaid, Logistics, Inc., PCM Transport, LLC, and Mark R. Lewis, LLC (hereinafter collectively referred to as "Plaintiffs") and complain of Navistar, Inc. (hereinafter referred to as "Navistar"), and Truck Sales & Service, Inc. (hereinafter referred to as "Truck Sales" and collectively, "Defendants"), and for cause of action would respectfully show unto the Court as follows:

I.

PARTIES AND JURISDICTION

1. Plaintiff Dutchmaid Logistics, Inc. ("Dutchmaid") is a domestic corporation incorporated under the laws of Ohio with its principal offices located in Willard, Huron County, Ohio.

2. Plaintiff PCM Transport, LLC, ("PCM") is a limited liability company incorporated under the laws of Ohio with its principal offices located in Coshocton, Coshocton County, Ohio.

3. Plaintiff Mark R. Lewis, LLC d/b/a Mark Lewis Trucking (“Mark Lewis”), is a limited liability company incorporated under the laws of Ohio with its principal offices located in Hopedale, Harrison County, Ohio.

4. Defendant Navistar is incorporated under the laws of Delaware, with its principal office in Lisle, Illinois. Defendant Navistar does business in the State of Ohio and may be served with process by serving its registered agent may be served with process by serving its registered agent CT Corporation, 1300 E. 9th St., Cleveland, Ohio 44114.

5. Defendant Truck Sales & Service, Inc., is a registered Ohio company, with its principal office located in Midvale, Tuscarawas County, Ohio and may be served with process by serving its registered agent, Rodney Rafael, 3429 Brightwood Rd., Midvale, Ohio 44653.

6. Venue is proper in Licking County, Ohio because it is the county in which the cause of actions in this case accrued.

II.

FACTUAL BACKGROUND

7. Plaintiff Dutchmaid is a logistics company and owner of a commercial trucking fleet and is engaged in the business of hauling dry and refrigerated commodities across 48 states.

8. Plaintiff PCM is a logistics company and owner of a commercial trucking fleet and is engaged in the business of hauling general freight across 48 states.

9. Plaintiff Mark Lewis is a logistics company and owner of a commercial trucking fleet and is engaged in the business of hauling general freight across 48 states.

10. Navistar is a Delaware corporation that manufactures Trucks and other equipment.

11. Navistar manufactures International brand ("International") heavy-duty commercial Trucks and MaxxForce brand ("MaxxForce") diesel engines.

12. Truck Sales is an Ohio company that sells and services Navistar Trucks and equipment including International Trucks and MaxxForce diesel engines.

Defendants' Authorized Dealer Distribution Network

13. Navistar provides a package of goods and services to buyers of International Trucks with MaxxForce engines by distributing their products through a nationwide network of authorized dealers (the "Navistar Network").

14. Authorized dealers in the Navistar Network – such as Truck Sales - act as agents for Defendant in connection with the purchase and service of International Trucks with MaxxForce engines.

15. Upon information and belief, dealers in the Navistar Network rely almost exclusively on materials and training received from Defendants when making representations about International Trucks and MaxxForce engines to their customers.

16. Defendants regularly provide authorized dealers with International and MaxxForce branded literature, signage, and training materials for use in promoting, selling and financing the purchase of their Trucks to customers.

17. In addition, Defendants routinely hold training seminars for authorized dealers in the Navistar Network.

18. During these seminars, Defendants coach dealers in the Navistar Network and their sales staff on the best ways to sell International Trucks to customers, including providing detailed comparisons of competing manufacturers' products and outlining the specific information dealers should emphasize when pursuing a sale.

19. In areas where they lack knowledge, dealers in the Navistar Network are encouraged to visit Navistar's website for additional information.

20. Potential Navistar customers are also encouraged to visit Navistar's website when seeking information about International Trucks and the MaxxForce engine.

21. Navistar's website contains informational materials and statements to aid dealers and induce the customer to purchase Defendants' products.

22. In addition, Navistar furnishes the actual specifications of each Trucks including fuel efficiency information, rather than relying on the dealers to generate those details for customers interested in purchasing International Trucks.

23. Upon information and belief, Defendants intend for dealers in the Navistar Network to rely almost exclusively on information provided by Defendants

when making representations to potential customers and inducing customers to purchase International Trucks with MaxxForce engines.

24. Between 2011 and 2012, Plaintiff Dutchmaid Logistics, Inc. purchased twenty (20) International ProStar on-highway semi-Trucks, from Defendant Navistar and Defendant Truck Sales at Truck Sales' dealership in Mansfield, Richland County, Ohio.

25. In 2011, Plaintiff PCM, LLC, purchased two (2) International ProStar on-highway semi-Trucks, from Defendant Navistar at its retail location in Etna, Licking County, Ohio.

26. In 2011, Plaintiff MARK R. LEWIS, LLC, purchased five (5) International ProStar on-highway semi-Trucks, from Defendant Navistar and non-party Hill International Trucks in East Liverpool, Columbiana County, Ohio.

27. At the time of purchase, the subject semi-Trucks were warranted by Defendant Navistar, both expressly in writing, and orally by Defendants' agents and representatives, to be free from defects in material and workmanship. At the time of purchase, Navistar's agents and representatives assured Plaintiffs that the Trucks were in perfect working order and without defects.

28. However not long after the purchase of the Trucks, Plaintiffs began to experience numerous breakdowns of its Trucks, specifically the EGR system, EGR coolers, EGR valves, and other components of the Trucks and engines. Defendant Truck Sales was an agent for Navistar and assisted in the repairs of the Trucks.

29. Subsequently, Plaintiffs' Trucks went into service shops, including Defendant Truck Sales, to repair problems directly related to these systems and components.

30. Despite numerous attempts to correct the Trucks' problems by Defendants Navistar and Truck Sales, Defendants have failed to adequately correct the problems.

31. Plaintiffs were led to believe that each repair or remedy would solve the defect; however Plaintiffs' Trucks continued to be defective.

Defendants' Representations

32. Defendants, through their agent, Truck Sales, repeatedly made representations concerning their unique exhaust gas recirculation ("EGR") emission system on the MaxxForce 13-litre engine.

33. According to representations made to Plaintiffs, Defendants' proprietary EGR system was purportedly certified under the Environmental Protection Agency's ("EPA") 2007 emissions standards for use on heavy-duty commercial Trucks.

34. Based on their public statements and press releases, it appeared that Defendants were attempting to distinguish themselves from competitors by becoming the only heavy-duty Trucks manufacturer in North America to rely entirely on EGR to meet the EPA emissions standards.

35. Defendants' EGR system recirculates the exhaust gas produced by the engine back into the engine to be re-combusted.

36. Other heavy-duty commercial Trucks manufacturers in North America use a combination of EGR and selective catalytic reduction (“SCR”), which requires injecting a chemical after-treatment—a urea based compound known as DEF—into the exhaust gas once it leaves the engine, thereby neutralizing and/or reducing harmful emissions.

37. Defendants were the only manufacturer of heavy-duty commercial Trucks in North America that relied entirely on EGR to meet EPA emissions standards.

38. According to representations made by Defendants, the EGR system purportedly provides better “fluid economy” than other brands’ combination SCR systems because EGR does not require the use of an after-treatment to neutralize harmful emissions—an additional operating cost that each fleet owner or Truck driver would have to bear.

39. As a result, Defendants represented that the MaxxForce powered ProStars deliver the “lowest cost of ownership in the industry.”

40. Defendant Navistar also represented that its engines had met the EPA 2010 emissions standards of 0.2g NOx and were the only heavy duty engine manufacture able to do so inside the cylinder.

41. However, based upon information and belief, Defendant Navistar engines never reached the EPA 2010 emissions 0.2g NOx standards threshold and Defendant Navistar knew that the engines were never going to this requirement using EGR only technology.

42. Additionally, as discussed below, the Trucks' EGR system was flawed and became one of the most significant and consistent problems with the Trucks.

43. Throughout the course of negotiations, Defendants made several other representations to Plaintiffs through its agents Truck Sales and non-party Hill International that proved to be untrue.

44. Defendants and their agents assured Plaintiffs that the Trucks were free from defects and suitable to perform the duties for which they were manufactured.

45. However, if Plaintiffs did experience problems with the Trucks' operation, Defendants and their agents assured Plaintiffs that the expansive Navistar Network would make its certified technicians and quality parts available if repairs were necessary.

46. Defendants and their agents further represented to Plaintiffs that all authorized dealers in the Navistar Network have MaxxForce ProStar certified technicians on staff and available at all times.

47. Defendants and their agents also touted their optional "OnCommand" service, which was purported to reduce downtime by communicating with repair departments in the Navistar Network to schedule parts deliveries, alert technicians, and provide troubleshooting support, all before a disabled Trucks is delivered for repairs.

48. Defendants and their agents represented to Plaintiff that MaxxForce powered ProStars are designed and built to maximize uptime, minimize downtime, and be “always performing.”

49. Defendants and their agents represented that MaxxForce powered ProStars had millions of miles of actual road testing and years of simulated testing to provide road-ready Trucks from the day of purchase.

50. Defendant Truck Sales and non-party Hill International, acting as Defendants’ agents, relayed much of the above-described representations directly to Plaintiffs.

51. Upon information and belief, Plaintiffs assert that Defendant Navistar made the above representations either directly or through Defendant Truck Sales and non-party Hill International, with the intention of inducing Plaintiffs to purchase the Trucks.

52. According to their public filings, Defendants spend close to \$30 million per year on advertising intended to reach customers and induce them to purchase Defendants’ products.

53. Persuaded by Defendants’ and their agents’ representations regarding the quality and capabilities of the Trucks and the attendant support of the Navistar Network, Plaintiffs purchased the Trucks from 2011 to 2012.

54. Upon information and belief, one of the most significant problems with Defendant’s EGR system is that the continuous recirculation of exhaust gas back into the engine reduces the engine’s efficiency, causes it to overheat, and

produces excessive soot inside the engine.

55. Plaintiffs were repeatedly forced to take the Trucks in to the Navistar Network for repairs due to indications that the engine was overheating.

56. Over the three (3) years that Plaintiffs owned the Trucks, the Trucks were in the shop for warrantied repairs on more than one- hundred (100) separate occasions, not including other routine maintenance required for commercial heavy-duty Trucks.

57. The problems Plaintiffs experienced with the Trucks that required taking the Trucks into the Navistar Network for repairs included, but are not limited to:

- a. Repeated instances of check engine lights illuminating;
- b. Engine derating;
- c. EGR system failure, including but not limited to:
 - i. EGR sensor failure;
 - ii. full replacement of the EGR valve and cooler system;
 - iii. cooling system failures causing the engine to overheat; and
 - iv. other problems or failures specifically related to the EGR system;
- d. Hoses and connections becoming clogged or prematurely worn;
- e. Other issues that prevented the Trucks from functioning as warranted.

58. To compound the problem, Plaintiffs were repeatedly delayed in getting the Trucks back into operation after they had been in the shop for

maintenance and/or repairs, by Defendants' inability or unwillingness to promptly provide certified technicians and necessary parts at service locations in the Navistar Network.

59. Based upon information and belief, on many occasions the parts needed to complete the repairs to Plaintiffs' Trucks were on national back order and/or unavailable which contributed to the substantial delays in the repairs.

60. In fact, on several occasions Plaintiffs were forced to wait days for necessary repairs.

Defendants' Knowledge of Problems with MaxxForce ProStars and MaxxForce 13-litre engines

61. Upon information and belief, prior to Plaintiffs' purchase of the Trucks, Defendants became aware that the MaxxForce powered ProStar truck line was woefully inadequate for public distribution.

62. According to industry standards, heavy-duty commercial Trucks engines are extensively tested for years before public distribution.

63. Manufacturers of heavy-duty commercial truck engines run the engines in controlled conditions for thousands of hours in order to simulate actual driving conditions.

64. As a result of this extensive testing, manufacturers obtain large amounts of data regarding problems associated with the engine performance.

65. Upon information and belief, Defendants were able to accurately predict the exact types of problems that would occur with MaxxForce engines.

66. Upon information and belief, Defendants knew that the MaxxForce engines had significant and documented problems and concealed this information from the public and Plaintiffs.

67. Upon information and belief, Defendant Navistar knew that the MaxxForce engines never met the 0.2g NOx threshold and never would and concealed this information from the public and Plaintiffs.

68. Upon information and belief, Defendant Navistar knew as early as 2010 that its EGR-only technology was “still maturing” and concealed this information from the public and Plaintiffs.

69. Upon information and belief, Defendant Navistar knew that by mid-2011 the MaxxForce engines were experiencing significant warranty claims increases and concealed this information from the public and Plaintiffs.

70. Upon information and belief, Defendant Navistar knew that it was only able to sell MaxxForce engines using “banked” emissions credits and concealed this information from the public and Plaintiffs.

71. However, in February 2012, Defendant Navistar ran out of “banked” emissions credits and was notified by the EPA that it would be fined as much as \$37,500 per violation, or up to \$285 million, for shipping thousands of back-dated engines during the 2010 engine transition.

72. Nevertheless, upon information and belief, Defendants proceeded to manufacture and distribute the MaxxForce powered ProStars while continuing to make false representations to the public and to Plaintiff regarding the performance

capabilities, reliability, EPA certification, and Defendant Navistar's commitment to the MaxxForce engine that Defendant knew to be false.

73. Finally, in July of 2012, Defendant's made a public announcement that they were no longer going to produce 11-liter and 13-liter engines with EGR-only systems, but rather they would be switching to combination SCR systems. Defendants also announced that they were ceasing production entirely on their EGR-only 15-liter engine.

74. As a result of the above-described acts and/or omissions, Plaintiffs were forced to institute this legal proceeding to recover for their injuries resulting from Defendants' breach of warranty, breach of contract, fraud, and conspiracy in connection with the purchase of the Trucks.

75. As a direct and proximate result of Defendants' above-described conduct, Plaintiffs suffered financial loss and other damages within the jurisdictional allowances of this Court, including, but not limited to:

- a. Loss of profits;
- b. Downtime expenses and losses;
- c. Diminished resale value on the Trucks;
- d. Out-of-pocket repair expenses;
- e. Fuel expenses incurred in excess of the represented amounts;
- f. Towing expenses;
- g. Lodging expenses for Plaintiff drivers;
- h. Rental car expenses, including fuel for same;

- i. Unreimbursed driver downtime;
- j. Loss of revenue; and
- k. Other economic, financial, consequential and incidental damages allowed by law or equity.

III.

CAUSES OF ACTION

76. Plaintiffs incorporate the factual allegations described above by reference for the causes of action below.

BREACH OF EXPRESS WARRANTY

77. Plaintiffs bring a cause of action for breach of an express warranty against Defendant Navistar for representing to Plaintiffs that the Trucks were of a particular quality when, in fact, they were not.

78. Defendant produced and manufactured the Trucks, which were ultimately sold to Plaintiffs.

79. During the negotiations leading up to purchasing the Trucks, Navistar made the above described representations through its agent, Defendant Truck Sales and non-party Hill International to Plaintiffs.

80. Navistar expressly assured Plaintiffs that the Trucks were free from defects and was suitable to perform the duties for which they were manufactured and sold. Copies of the complete written express warranties given to Plaintiffs cannot be located and therefore they are not attached to this Complaint. However, Defendants are in possession of the documents.

81. Navistar expressly assured Plaintiffs they had an extensive network of service centers that would promptly provide parts and trained technicians needed to fix any problems experienced by Plaintiffs with the Trucks.

82. Plaintiffs relied on the above-described representations from Defendants and non-party Hill International in making its decision to purchase the Trucks.

83. Plaintiffs repeatedly notified Navistar and its agents, including Defendant Truck Sales, of the defects related to the Trucks and their MaxxForce engines, but Defendants failed and/or refused to make repairs sufficient to correct the defects.

84. Truck Sales expressly assured the repairs that it performed to the Trucks would remedy the Known Defects in the Trucks; however the repairs did not remedy the Known Defects.

85. As a proximate result of Defendants' breach of express warranty, Plaintiffs have suffered financial loss and other damages within the jurisdictional allowances of this Court, including, but not limited to:

- a. Loss of profits;
- b. Downtime expenses and losses;
- c. Diminished resale value on the Trucks;
- d. Out-of-pocket repair expenses;
- e. Fuel expenses incurred in excess of the represented amounts;
- f. Towing expenses;

- g. Lodging expenses;
- h. Rental car expenses, including fuel for same;
- i. Unreimbursed driver downtime;
- j. Loss of revenue; and
- k. Other economic, financial, consequential and incidental damages allowed by law or equity.

BREACH OF IMPLIED WARRANTY

86. In addition, or in the alternative, Plaintiffs bring a cause of action for breach of an implied warranty against Defendant Navistar for representing to Plaintiffs that the Trucks were of a particular quality when, in fact, they were not.

87. Defendant Navistar produced and manufactured the Trucks, which were ultimately sold to Plaintiffs.

88. During the negotiations leading up to purchasing the Trucks, Defendant through its agents, Defendant Truck Sales and non-party Hill International, made the above described representations to Plaintiffs.

89. Defendants impliedly assured Plaintiffs that the Trucks were free from defects and was suitable to perform the duties for which they were manufactured and sold.

90. Further, Defendant impliedly assured Plaintiffs that the Trucks were merchantable.

91. Plaintiffs ultimately discovered that the Trucks were not merchantable and had significant problems, as discussed above, and including, but not limited to:

- a. Repeated instances of check engine lights illuminating;
- b. Engine derating;
- c. EGR system failing, including but not limited to:
 - i. EGR sensor failure;
 - ii. Full replacement of the EGR valve and cooler system;
 - iii. Cooling system failures causing the engine to overheat;
 - and
 - iv. Other issues specifically related to the EGR system;
- d. Hoses and connections becoming clogged or prematurely worn;
- e. Reduced fuel efficiency; and
- f. Other issues that prevented the Trucks from functioning as warranted.

92. Plaintiffs relied on the above-described representations from Defendants in making their decision to purchase the Trucks.

93. Plaintiffs repeatedly notified Defendants of the defects related to the Trucks and their MaxxForce engines, but Defendants failed and/or refused to make repairs sufficient to correct the defects.

94. Defendant Truck Sales impliedly assured the repairs that it performed to the Trucks would remedy the Known Defects in the Trucks; however the repairs did not remedy the Known Defects.

95. As a proximate result of Defendants' breach of implied warranty, Plaintiffs have suffered financial loss and other damages within the jurisdictional allowances of this Court, including, but not limited to:

- a. Loss of profits;
- b. Downtime expenses and losses;
- c. Diminished resale value on the Trucks;
- d. Out-of-pocket repair expenses;
- e. Fuel expenses incurred in excess of the represented amounts;
- f. Towing expenses;
- g. Lodging expenses;
- h. Rental car expenses, including fuel for same;
- i. Unreimbursed driver downtime;
- j. Loss of revenue; and
- k. Other economic, financial, consequential and incidental

damages allowed by law or equity.

BREACH OF CONTRACT

96. In addition, or in the alternative, Plaintiffs bring a cause of action for breach of contract against Defendants in that Defendants failed to provide Trucks free from defects in accordance with the terms of the agreement.

97. Plaintiffs entered into a valid, enforceable contracts with Defendants.

98. The aforementioned contracts obligated Plaintiffs to buy and Defendants to provide the Trucks free from defects (the "Agreement"). The Agreements are attached hereto as Exhibit "A".

99. Plaintiffs performed their contractual obligations by purchasing the Trucks.

100. Defendants breached the Agreement by failing to provide Trucks that were free from defects in accordance with the terms of the Agreement.

101. As a proximate result of Defendant's breach of the Agreement, Plaintiffs have suffered financial loss and other damages within the jurisdictional allowances of this Court, including, but not limited to:

- a. Loss of profits;
- b. Downtime expenses and losses;
- c. Diminished resale value on the Trucks;
- d. Out-of-pocket repair expenses;
- e. Fuel expenses incurred in excess of the represented amounts;
- f. Towing expenses;
- g. Lodging expenses;
- h. Rental car expenses, including fuel for same;
- i. Unreimbursed driver downtime;
- j. Loss of revenue; and
- k. Other economic, financial, consequential and incidental damages allowed by law or equity.

FRAUD

102. In addition, or in the alternative, Plaintiffs bring a cause of action for fraud against Defendant Navistar for knowingly making false representations of material fact to Plaintiffs in connection with the purchase of the Trucks.

103. Upon information and belief, Defendant Navistar's agents provided Plaintiffs with false information regarding the Trucks, including by not limited to the Trucks' performance capabilities, fuel economy, the effectiveness and durability of the Trucks' EGR system, the Trucks' overall fitness for use, and 2010 EPA emissions certification (the "Misrepresentations").

104. Defendant Navistar's Misrepresentations included the following material representations to Plaintiffs, upon which Plaintiffs relied in connection with the purchase of the Trucks:

- a. The MaxxForce EGR system provides better "fluid economy" than other brands' selective catalytic reduction (SCR) system;
- b. MaxxForce powered ProStars deliver the "lowest cost of ownership in the industry";
- c. The Trucks were free from defects and was suitable to perform the duties for which they were manufactured and sold;
- d. Defendants offer an expansive network of MaxxForce ProStar certified technicians and quality parts that would be available to make repairs;

- e. All authorized dealers in Defendants' network have MaxxForce ProStar certified technicians on staff at all times;
- f. Defendants' OnCommand service reduces downtime by communicating with the dealer's repair department and scheduling parts, technicians, and suggested troubleshooting all before the Trucks even arrives at the mechanic's shop;
- g. MaxxForce powered ProStars are built for performance, reliability, and durability;
- h. MaxxForce powered ProStars are built to maximize uptime, minimize downtime and be "always performing";
- i. MaxxForce powered ProStars have millions of miles of actual road testing and years of simulated testing to provide road ready Trucks from the day of purchase;
- j. The MaxxForce engines were EPA 2010 certified;
- k. The MaxxForce engines met the 0.2g NOx emissions threshold in cylinder; and
- l. The MaxxForce engines provided better fuel economy than its competitors;

105. Upon information and belief, Defendant Navistar knew that the Misrepresentations were false when they were made.

106. Upon information and belief, the Misrepresentations were made by Defendant Navistar to their agents including, Defendant Truck Sales and non-party

Hill International, with the intent that Truck Sales would pass along the Misrepresentations to potential buyers, including the Plaintiffs.

107. Defendant Truck Sales and non-party Hill International did, in fact, make the Misrepresentations to Plaintiffs regarding the Trucks.

108. Upon information and belief, the Misrepresentations were also made by Defendant Navistar to their agents, Defendant Truck Sales and non-party Hill International, with the intent that Defendant Truck Sales and non-party Hill International would pass along the Misrepresentations to truck owners, including the Plaintiffs, whose trucks were being repaired and service by dealers like Defendant Truck Sales and non-party Hill International.

109. Defendant Truck Sales and non-party Hill International did, in fact, make the Misrepresentations to Plaintiffs regarding the Trucks.

110. If Plaintiffs had known the true facts, Plaintiffs would not have purchased any Trucks from Defendants and non-party Hill International and would not have continued to permit Defendants to work on and attempt to repair these defective engines all the while keeping Plaintiffs' trucks out of service.

111. At the time Defendant Navistar made the above-described Misrepresentations, Defendant Navistar knew the Misrepresentations were false and/or made the Misrepresentations recklessly, as positive assertions, without knowledge of their truth.

112. Defendant Navistar made the above-described Misrepresentations with the intent that Plaintiffs rely on the Misrepresentations in making the decision to purchase the Trucks, and thus fraudulently induced Plaintiffs to purchase the Trucks.

113. Defendant Truck Sales made the above-described Misrepresentations with the intent that Plaintiffs rely on the Misrepresentations in making the decision to allow Truck Sales to service and repair the Trucks.

114. As a proximate result of Defendants' fraudulent Misrepresentations to Plaintiffs, Plaintiffs have suffered financial loss and other damages within the jurisdictional allowances of this Court, including, but not limited to:

- a. Loss of profits;
- b. Downtime expenses and losses;
- c. Diminished resale value on the Trucks;
- d. Out-of-pocket repair expenses;
- e. Fuel expenses incurred in excess of the represented amounts;
- f. Towing expenses;
- g. Lodging expenses;
- h. Rental car expenses, including fuel for same;
- i. Unreimbursed driver downtime;
- j. Loss of revenue; and
- k. Other economic, financial, consequential, incidental and exemplary damages allowed by law or equity.

FRAUD BY NONDISCLOSURE

115. In addition or in the alternative, Plaintiffs bring a cause of action for fraud by nondisclosure against Defendants for withholding material information, otherwise unavailable to Plaintiffs, necessary to correct the false impression created by Defendants.

116. Upon information and belief, Plaintiffs assert that Defendants knew that the MaxxForce engine with the EGR cooling system had inherent performance and reliability problems (the "Known Defects") at the time Plaintiffs purchased the Trucks.

117. Upon information and belief, Plaintiffs assert that Defendant Navistar knew as early as 2008 that the MaxxForce engine with the EGR cooling system would never meet the 2010 EPA 0.2g NOx emissions regulations.

118. Upon information and belief, Plaintiffs assert that Defendant Navistar knew as early as 2008 that the MaxxForce engine with the EGR cooling system had severe technical problems.

119. Defendants concealed and/or failed and/or refused to disclose Known Defects to Plaintiffs.

120. Upon information and belief, Defendants knew that Plaintiffs were ignorant of the Known Defects associated with the MaxxForce powered ProStars.

121. Furthermore, Plaintiffs did not have an equal opportunity to discover the Known Defects until after purchasing and operating the Trucks.

122. Upon information and belief, Defendants deliberately withheld the information about the Known Defects associated with the MaxxForce powered ProStars when they had a duty to disclose the information to Plaintiffs.

123. By failing to disclose the Known Defects to Plaintiffs, Defendant Navistar induced Plaintiffs to purchase the Trucks.

124. Plaintiffs, relying on the Misrepresentations made by Defendants, purchased the Trucks.

125. By failing to disclose the Known Defects to Plaintiffs, Defendant Truck Sales induced Plaintiffs to continue servicing and repairing the Trucks.

126. As a proximate result of Defendants' fraud by nondisclosure, Plaintiffs have suffered financial loss and other damages within the jurisdictional allowances of this Court, including, but not limited to:

- a. Loss of profits;
- b. Downtime expenses and losses;
- c. Diminished resale value on the Trucks;
- d. Out-of-pocket repair expenses;
- e. Fuel expenses incurred in excess of the represented amounts;
- f. Towing expenses;
- g. Lodging expenses;
- h. Rental car expenses, including fuel for same;
- i. Unreimbursed driver downtime;
- j. Loss of revenue; and

- k. Other economic, financial, consequential, incidental and exemplary damages allowed by law or equity.

WARRANTY DISCLAIMERS

127. Defendants' acts have rendered all exclusive or limited express warranties inapplicable because they have failed their essential purpose in that no amount of repair has been able to remedy the defects in Plaintiffs' Trucks.

128. Plaintiffs are entitled to recover all actual and economic damages, including all consequential and incidental damages listed herein, from Defendants because all exclusive or limited express warranties have failed in their essential purpose.

ATTORNEYS' FEES

129. As a result of Defendants' failures to comply with the terms of the Agreement, Plaintiffs were required to engage the undersigned attorneys to bring this action and has contracted to pay said attorneys a reasonable fee for such services rendered in connection herewith and for which Plaintiffs are entitled to recover in accordance with Ohio law. Further, as a result of Defendants' breach of an express warranty with Plaintiffs, Plaintiffs are similarly entitled to recover its attorneys' fees.

INTEREST AND OTHER RELIEF

130. Plaintiffs pray for recovery of pre- and post-judgment interest on their damages from Defendants, and/or on any amount awarded in judgment against Defendants, at the maximum allowable, lawful rates, together with recovery of Plaintiffs' litigation costs and expenses from Defendants.

CONDITIONS PRECEDENT

131. All conditions precedent to recovery by Plaintiffs have been complied with.

JURY DEMAND

132. Plaintiffs request that this case be decided by a jury as allowed by Ohio law. The appropriate jury fee has been paid by Plaintiffs.

WHEREFORE PREMISES CONSIDERED, Plaintiffs pray that Defendants be cited to appear and answer this lawsuit and further pray that after final trial or hearing of this matter, the Court award Plaintiffs the following damages against Defendants:

- (i) Actual damages;
- (ii) Exemplary damages;
- (iii) Loss of profits;
- (iv) Downtime expenses and losses;
- (v) Diminished resale value on the Trucks;
- (vi) Out-of-pocket repair expenses;
- (vii) Fuel expenses incurred in excess of the represented amounts;
- (viii) Towing expenses;
- (ix) Lodging expenses;
- (x) Rental car expenses, including fuel for same;
- (xi) Unreimbursed driver downtime;
- (xii) Loss of revenue;

(xiii) Other economic, financial, consequential and incidental damages allowed by law or equity;

(xiv) Pre and post-judgment interest;

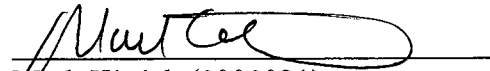
(xv) Costs of court;

(xvi) Reasonable attorneys' fees; and

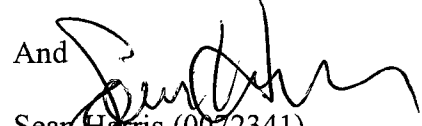
(xvii) Such other and further relief to which Plaintiffs may show itself to be justly entitled at law or in equity.

Respectfully submitted,

Kitrick, Lewis & Harris Co., L.P.A.



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And 

Sean Harris (0072341)
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AND

MILLER WEISBROD, LLP

CLAY MILLER, *pro hac vice* pending
Texas State Bar No. 00791266
WARREN M. ARMSTRONG, *pro hac*
vice pending
Texas State Bar No. 24044432

11551 Forest Central Drive
Forest Central II, Suite 300
P. O. Box 821329 (75382)
Dallas, Texas 75231
(214) 987-0005
(214) 987-2545 (Facsimile)

Exhibit "A"

MANSFIELD TRUCK SALES & SERVICE, INC.



P. O. Box 262.
MIDVALE, OHIO 44653-0262



Deal No. 3256

CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
9350136			08/22/2011	329204
INC. *				
SOURCE				
JRN'L	SALESMAN	NO.		
	GERRY BILLINGHURST	450		
	APPRAISER	NO.		

SOLD TO DUTCH MAID LOGISTICS INC.
ADDRESS: 3377 ST RT 224 EAST
CITY-STATE WILLARD, OH ZIP 44890

CONTROL NUMBER	Q T Y	T S	PROD GRP.	F S	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
					MODEL CODE				
					CATALOG NO.				
1T127322	1						2012 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR6CN627277	109988.27
								F.E.T.	12361.73
							TITLE FEE	SALES TAX	50.00
LESS ALLOWANCE FOR TRADE-INS									
CONTROL #	P.G.	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HRS.	DESCRIPTION		
1T107461		10	INTE	PROSTAR	3HSCUSJR3AN245188			ALLOWANCE ON TRADE-IN	75500.00
								TOTAL AMOUNT DUE	46900.00

MANSFIELD TRUCK SALES & SERVICE, INC.



P. O. Box 262
MIDVALE, OHIO 44653-0262



CUSTOMER NUMBER		STATE CODE		COUNTY CODE		DATE		REFERENCE NO.	
9350136						08/22/2011		328304	
INC. *									
SOURCE									
JRN'L	✓	SALESMAN		NO.					
		GERRY BILLINGHURST		180					
		APPRAISER		NO.					

SOLD TO	DUTCH MAID LOGISTICS INC.
ADDRESS	3377 ST RT 224 EAST
CITY-STATE	WILLARD, OH

ZIP 44890

CONTROL NUMBER	QTY	T/S	PROD GRP.	F/S	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE	
					MODEL CODE				109768.09	12335.31
					CATALOG NO.					
1T127326	1						2012 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR7CN627286	109768.09	12335.31
								F.E.T.		
								TITLE FEE	50.00	
LESS ALLOWANCE FOR TRADE-INS										
CONTROL #	P	G	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HRS.	DESCRIPTION	ALLOWANCE ON TRADE-IN	
1T107459			10	INTE	PRO	3HSCUSJR3AN245191			75500.00	
									TOTAL AMOUNT DUE	46653.40

MANSHIELD TRUCK SALES & SERVICE, INC.P. O. Box 262
MIDVALE, OHIO 44653-0262

CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
9350136			08/22/2011	328104
INC. *				
SOURCE				
JRN'L	SALESMAN	NO.		
	GERRY BILLINGHURST			
	APPRAISER	NO.		

Deal No. 3257

SDLD TO **DUTCH MAID LOGISTICS INC.**
 ADDRESS **3377 ST RT 224 EAST**
 CITY-STATE **WILLARD, OH**

ZIP 44890

CONTROL NUMBER	QTY	T/S	PROD GRP.	F/S	KIND	CDDE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
1T127323	1						2012 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR1CN627283	109768.09
							F.E.T.		12335.31
								TITLE FEE	50.00
LESS ALLOWANCE FOR TRADE-INS									
CONTROL #	P G	YEAR	MAKE	MDDEL	SERIAL NO.	MIL/HRS.	DESCRIPTION		
1T107456		10	INTE	PROSTAR	2HSCUSJR3AC190999				
								ALLDWANCE ON TRADE-IN	75500.00
								TOTAL AMOUNT DUE	46653.40

MANSFIELD TRUCK SALES & SERVICE, INC.



P. O. Box 262
MIDVALE, OHIO 44653-0262



Deal No. 3254

SOLD TO	DUTCH MAID LOGISTICS INC.
ADDRESS	3377 ST RT 224 EAST
CITY-STATE	WILLARD, OH

ZIP 44890

CUSTOMER NUMBER		STATE CODE		COUNTY CODE		DATE		REFERENCE NO.	
9350136						08/22/2011		328904	
INC. *									
SOURCE									
JRN'L		✓		SALESMAN		NO.			
				GERRY BILLINGHURST		LURST			
				APPRAISER		NO.			

CONTROL NUMBER	QTY	T/S	PROD GRP.	F/S	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE	
					CATALOG NO.					
1T127320	1						2012 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR0CN627274	115304.80	
								F.E.T.	12395.20	

MANSFIELD TRUCK SALES & SERVICE, INC.

P. O. Box 262
MIDVALE, OHIO 44653-0262

Deal No. 3253

CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
9350136			08/22/2011	328804
INC. *				
SOURCE				
JRN'L	SALESMAN	NO.		
	GERRY BILLINGHURST			
	APPRAISER	NO.		

SOLD TO **DUTCH MAID LOGISTICS INC.**
 ADDRESS **3377 ST RT 224 EAST**
 CITY-STATE **WILLARD, OH**

ZIP **44890**

CONTROL NUMBER	QTY	T	PROD GRP.	F	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
					MODEL CODE	CATALOG NO.			
1T127319	1						2012 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR9CN627273	115304.80
							F.E.T.		12395.20
							TITLE FEE		50.00
LESS ALLOWANCE FOR TRADE-INS									
CONTROL #	P G	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HRS.	DESCRIPTION	ALLOWANCE ON TRADE-IN	
1T107464		10	INTE	PROSTAR	3HSCUSJR5AN245189				75500.00
								TOTAL AMOUNT DUE	52250.00

MANSFIELD TRUCK SALES & SERVICE, INC.

P. O. Box 262
MIDVALE, OHIO 44653-0262

Deal No. 3252

CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
9350136			08/22/2011	328704
INC. *				
SOURCE				
JRN'L	SALESMAN	NO.		
	APPRAISER	NO.		

SOLD TO **DUTCH MAID LOGISTICS INC.**
 ADDRESS **3377 ST RT 224 EAST**
 CITY-STATE **WILLARD, OH**

ZIP 44890

CONTROL NUMBER	QTY	T/S	PROD GRP.	F/S	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
					MODEL CODE	CATALOG NO.			
1T127318	1						2012 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR7CN627272	115304.80
							F.E.T.		12395.20
								TITLE FEE	50.00
LESS ALLOWANCE FOR TRADE-INS									
CONTROL #	P/G	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HRS.	DESCRIPTION		
1T107457		10	INTE	PRO	2HSCUSJR1AC190998			ALLOWANCE ON TRADE-IN	75500.00
								TOTAL AMOUNT DUE	52250.00

MANSFIELD TRUCK SALES & SERVICE, INC.

P. O. Box 262
MIDVALE, OHIO 44653-0262



Deal No. 3255

CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
9350136			08/22/2011	329504
INC. #				
SOURCE				
JRN'L	SALESMAN	NO.		
	GERRY BILLINGHURST			
	APPRAISER	NO.		

SOLD TO: DUTCH MAID LOGISTICS INC.
ADDRESS: 3377 ST RT 224 EAST
CITY-STATE: WILLARD, OH

ZIP 44890

CONTROL NUMBER	QTY	T/S	PROD GRP.	F/S	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
1T127321	1						2012 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR4CN627276	109988.27
							F.E.T.		12361.73
							TITLE FEE		50.00
LESS ALLOWANCE FOR TRADE-INS									
CONTROL #	P.G.	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HRS.	DESCRIPTION		
1T107460		10	INTE	PRO	3HSCUSJR5AN245192			ALLOWANCE ON TRADE-IN	75500.00
								TOTAL AMOUNT DUE	46900.00

MANSFIELD TRUCK SALES & SERVICE, INC.



P. O. Box 262
MIDVALE, OHIO 44653-0262



CUSTOMER NUMBER		STATE CODE		COUNTY CODE		DATE		REFERENCE NO.	
9350136						08/20/2011		329304	
INC.*									
SOURCE									
JAN'L		✓		SALESMAN		NO.			
				GERRY BILLINGHURST					
				APPRAISER		NO.			

SOLD TO DUTCH MAID LOGISTICS INC.
ADDRESS 3377 ST RT 224 EAST
CITY-STATE WILLARD, OH

Deal No. 3249

CONTROL NUMBER	QTY	T/S	PROD GRP.	F/S	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
					MODEL CODE				
					CATALOG NO.				
1T127325	1						2012 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR5CN627285	109768.09
								F.E.T.	12335.31
							TITLE FEE	SALES TAX	50.00
LESS ALLOWANCE FOR TRADE-INS									
CONTROL #	P/G	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HRS.	DESCRIPTION		
1T107462		10	INTE	PRO	3HSCUSJR9AN245194				
								ALLOWANCE ON TRADE-IN	75500.00
								TOTAL AMOUNT DUE	46653.40

MANSFIELD TRUCK SALES & SERVICE, INC.



P.O. Box 282
MIDVALE, OHIO 44653-0282



CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
9350136			08/22/2011	329404
INC. *				
SOURCE				
JRN'L	SALESMAN	NO.		
	GERRY BILLINGHURST	400		
	APPRAISER	NO.		

SOLD TO DUTCH MAID LOGISTICS INC.
ADDRESS 3377 ST RT 224 EAST
CITY-STATE WILLARD, OH

Deal No. 3258.

ZIP 44890

CONTROL NUMBER	QTY	T/S	PROD GRP.	F/S	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
					CATALOG NO.				
1T127324	1						2012 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR3CN627284	109768.09
								P.E.T.	12335.31
								TITLE FEE	50.00
LESS ALLOWANCE FOR TRADE-INS								SALES TAX	
CONTROL #	P G	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HRS.	DESCRIPTION	ALLOWANCE ON TRADE-IN	
1T107463		10	INTE	PROSTAR	3HSCUSJROAN245195				
								TOTAL AMOUNT DUE	46853.40
									75500.00

Navistar, Inc.		DATE	07/26/12	S.S.#	TEU
RETAIL ORDER FOR NEW AND USED		PURCHASER			
MOTOR VEHICLES AND ATTACHMENTS		COMPANY	Dutchmaid Logistics Inc		
SELLER: Truck Sales & Service		ADDRESS	3377 US 224		
CITY AND STATE: Mansfield, Ohio		CITY	Willard	COUNTY	Richland
SELLER NUMBER	10017031	APPROVAL NUMBER	Ohio	44890	PHONE 419-935-0136

I hereby order from you, subject to all terms, conditions and agreements contained herein, and the ADDITIONAL PROVISIONS printed on the REVERSE hereof, the following:

YEAR *	NEW USED	MAKE	MODEL	SERIAL OR IDENTIFICATION NUMBER	BODY TYPE	COLOR	PRICE
2013		International	Prostar	1HSDJSJR4DH248158	1t137742	white	\$ 99,968.36
					fet		\$ 10,881.64
2013		International	Prostar	1HSDJSJR6DH248159	1t137743	white	\$ 99,968.36
					fet		\$ 10,881.64
							\$ -
							\$ -
							\$ -

* YEAR SHOWN IS THE YEAR DESIGNATED BY MANUFACTURER UNDER ITS PROCEDURES AS THE "YEAR" TO BE APPLIED TO VEHICLE FOR TITLING & REGISTRATION PURPOSES

OTHER EQUIPMENT:		1. CASH PRICE	\$ 221,700.00
		2. SALES AND OTHER TAXES	
TRADE-IN		3. CASH PRICE PLUS TAX	
Year		4. CASH DOWN PAYMENT	
Make		TRADE-IN (NET ALLOWANCE)	
Model		TOTAL DOWN PAYMENT	
VIN		5. UNPAID BALANCE OF CASH PRICE (3 LESS 4)	\$ 221,700.00
ALLOWANCE		6. a. PHYSICAL DAMAGE INSURANCE	\$ -
Payoff		b. CREDIT LIFE INSURANCE	
Net Trade Amount		c. DISABILITY INSURANCE	
PHYSICAL DAMAGE INSURANCE COVERAGE		d. OPTIONAL SERVICE CONTRACT	
Physical Damage Insurance is required unless Seller initials here: _____		e. CERTIFICATE OF TITLE FEE	
The Purchaser may choose the person through which the insurance is to be obtained or provide such insurance through an existing policy (subject to seller's right to refuse to accept any such insurer for any reasonable cause).		f. LIEN FILING FEES	
If Physical Damage Insurance is included in this contract, the cost of insurance shall be \$ _____, as set forth in item 6a and the following coverages:		g. OTHER: Document Fee	\$ 200
are provided for a term of _____ months from the date of delivery.		TOTAL OTHER CHARGES (TOTAL OF 6a THROUGH g)	\$ 200
Deductible Other Than Collision		7. UNPAID BALANCE (Amount Financed) (TOTAL OF 5 and 6)	\$ 221,900.00
		8. FINANCE CHARGE	\$ -
		9. TOTAL OF PAYMENTS (TOTAL OF 7 and 8)	
		10. DEFERRED PAYMENT PRICE (TOTAL OF 3, 6 and 8)	

11. PAYMENT SCHEDULE: Purchaser agrees to pay "TOTAL OF PAYMENTS" (item 9 above) in _____ installments of \$ _____ each, and _____ installments of \$ _____ each, and _____ installments of \$ _____ each, payable on the same day of each successive month commencing _____, 20____, And as follows:

* IF NO DATE IS INSERTED IN BLANK, THE FIRST INSTALLMENT IS PAYABLE ONE MONTH FROM DATE OF AGREEMENT.

12. CREDIT LIFE AND/OR DISABILITY INSURANCE ARE NOT REQUIRED BY SELLER, but may be obtained if requested by Purchaser. If a charge is included in item 6b and/or 6c above, it is understood that credit life and/or disability insurance is requested in connection with this contract and the "Purchaser(s)" signing below is the Insured and hereby acknowledges receipt of Notice of Proposed Group Insurance, Certificate of Policy of Insurance containing the terms and conditions of such insurance.

13. DELINQUENCY CHARGES: After maturity, each installment shall draw interest at the highest rate provided by law, but not to exceed (2) percent per month. Purchaser also agrees to pay all expenses, including reasonable attorney's fees where not prohibited by law, incurred in the collection, by suit or otherwise, of any amount payable under this contract.

14. SECURITY INTEREST: In order to secure payment of the indebtedness contained herein, and for all other amounts due or to become due hereunder and for each and every other indebtedness or obligation now or hereafter owing by Purchaser to Seller, Seller hereby retains, and Purchaser hereby grants, a purchase money security interest under the uniform Commercial Code in and to the above described property sold hereunder, together with all replacements, repairs and accessions thereto. Further, Seller hereby retains, and Purchaser hereby grants, a security interest in the proceeds of any physical damage, credit life and/or disability insurance for which a charge is stated above or which is supplied by Purchaser and, if a charge for any such insurance has been included in this contract, a security interest in the refund of any unearned premiums in the event such insurance is terminated or cancelled for any reason. Purchaser hereby authorizes Seller to file one or more financing statements and/or a reproduction of this Retail Order as a financing statement.

Liability insurance coverage for bodily injury and property damage caused to others is NOT included herein.

Purchaser agrees that this contract, including the ADDITIONAL PROVISIONS PRINTED ON THE REVERSE hereof, which he has read and to which he agrees, contains the entire agreement relating to the sale of said property. If cash payment with order is made by check, cashing or depositing the same shall not be considered as an acceptance of this order.

NOTICE TO BUYER: 1. Do not sign this order before you read it or if it contains blank spaces. 2. You are entitled to an exact and completely filled -in copy of the order you sign. 3. Under the law you have the right to pay off in advance the full amount due and obtain a partial refund of the finance charges based on the "sum-of-the-digits" method (rule of 78's). 4. Keep this order to protect your legal rights.

NOTE: This order is subject to the written acceptance of the dealer to which it is addressed, and if addressed to Navistar, Inc. is subject to written acceptance by its Regional Sales Management or Branch Managers. Purchaser's deposit will be returned if not accepted.

ACCEPTED:
Navistar, Inc.

BY

DATE

NOTE: IF VEHICLE(S) IS USED, THE VEHICLE(S) IS SOLD "AS-IS" WITH NO WARRANTY unless otherwise endorsed by Seller on reverse side

PURCHASER ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS ORDER

PURCHASER

X

ORDER TAKEN BY

FM-1000-K For use in all states except OH, IL, IN, LA, MD, MI, ND, PA, and VA.

(PREPARE ONE COPY FOR PURCHASER)

FOR SALES OF MOTOR VEHICLES FOR COMMERCIAL PURPOSES
ADDITIONAL PROVISIONS

I, the title to all property ordered and furnished hereunder shall remain in the seller until the full purchase price and all notes given hereunder have been paid in full in cash, and nothing herein shall release the purchaser from paying therefor, and after delivery to the purchaser said property shall be held and used as his risk and expense with respect to loss or damage and taxes and charges of every kind.

MANSFIELD TRUCK SALES & SERVICE, INC.

P. O. Box 262
MIDVALE, OHIO 44653-0262



Deal No. 3371

SOLD TO **DUTCH MAID LOGISTICS INC.**
ADDRESS **3377 ST RT 224 EAST**
CITY-STATE **WILLARD, OH**

ZIP **44890**

CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
9350136			06/25/2012	343604
INC. *				
SOURCE				
JRN'L	SALESMAN	NO.		
	GERRY BILLINGHUSE			
	APPRAISER	NO.		

CONTROL NUMBER	QTY	T/S	PROD GRP.	F/S	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
						MODEL CODE			
						CATALOG NO.			
1T137710	1						2013 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR9DN202752	122258.20
								DOCUMENTATION SERVICE F.E.T.	100.00
									13273.15
									SALES TAX
LESS ALLOWANCE FOR TRADE-INS									
CONTROL #	P G	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HR.	DESCRIPTION		
								ALLOWANCE ON TRADE-IN	
								TOTAL AMOUNT DUE	135631.35

MANSFIELD TRUCK SALES & SERVICE, INC.

P. O. Box 262
MIDVALE, OHIO 44653-0262



Deal No. 3372

CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
9350136			06/25/2012	343704
INC.*				
SOURCE				
JRN'L	SALESMAN	NO.		
	GERRY BILLINGHURST			
	APPRAISER	NO.		

SOLD TO **DUTCH MAID LOGISTICS INC.**
ADDRESS **3377 ST RT 224 EAST**
CITY-STATE **WILLARD, OH**

ZIP 44890

CONTROL NUMBER	Q T Y	T S	PRD GRP.	F S	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
						MODEL CODE			
						CATALOG NO.			
1T13771	1						2013 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJRODN202753	122258.20
								DOCUMENTATION SERVICE	100.00
								F.E.T.	13273.15
								SALES TAX	
LESS ALLOWANCE FOR TRADE-INS									
CONTROL #	P	G	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HRS.	DESCRIPTION	
								ALLOWANCE ON TRADE-IN	
								TOTAL AMOUNT DUE	135631.35

MANSFIELD TRUCK SALES & SERVICE, INC.

P. O. Box 262
MIDVALE, OHIO 44653-0262



Deal No. 3373

CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
9350136			06/25/2012	343804
INC. *				
SOURCE				
JRN'L	SALESMAN	NO.		
	GERRY BILLINGHURST			
	APPRAISER	NO.		

SOLD TO **DUTCH MAID LOGISTICS INC.**
ADDRESS **3377 ST RT 224 EAST**
CITY-STATE **WILLARD, OH**

ZIP 44890

CONTROL NUMBER	QTY	T/S	PROD GRP.	F/S	KIND CODE	MODEL CODE	CATALOG NO.	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
TT137712	1							2013 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR2DN202754	122258.20
								DOCUMENTATION SERVICE F.E.T.		100.00 13273.15
SALES TAX										
LESS ALLOWANCE FOR TRADE-INS										
CONTROL #	P G	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HRS.	DESCRIPTION			
								ALLOWANCE ON TRADE-IN		
								TOTAL AMOUNT DUE	→	135631.35

MANSFIELD TRUCK SALES & SERVICE, INC.

P. O. Box 262
MIDVALE, OHIO 44653-0262



Deal No. 3374

SOLD TO **DUTCH MAID LOGISTICS INC.**
ADDRESS **3377 ST RT 224 EAST**
CITY-STATE **WILLARD, OH**

ZIP 44890

CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
9350136			06/25/2012	343904
INC.*				
SOURCE				
JRN'L	SALESMAN	NO.		
	GERRY BILLINGHURST			
	APPRAISER	NO.		

CONTROL NUMBER	QTY	T/S	PROD. GRP.	F/S	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
1T137713	1						2013 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR4DN202755	122258.20
								DOCUMENTATION SERVICE F.E.T.	100.00
									13273.15
SALES TAX									
LESS ALLOWANCE FOR TRADE-INS									
CONTROL #	P	G	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HRS.	DESCRIPTION	
ALLOWANCE ON TRADE-IN									
TOTAL AMOUNT DUE									135631.35

MANSFIELD TRUCK SALES & SERVICE, INC.

P. O. Box 262
MIDVALE, OHIO 44853-0262



Deal No. 3375

CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
9350136			06/25/2012	344004
INC. *				
SOURCE				
JRN'L	SALESMAN	NO.		
	GERRY BILLINGHURST			
	APPRAISER	NO.		

SOLD TO **DUTCH MAID LOGISTICS INC.**
ADDRESS **3377 ST RT 224 EAST**
CITY-STATE **WILLARD, OH**

ZIP 44890

CONTROL NUMBER	QTY	T/S	PROD GRP.	F/S	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
1T137714	1						2013 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR6DN202756	122258.20
								DOCUMENTATION SERVICE F.E.T.	100.00
									13273.15
									SALES TAX
LESS ALLOWANCE FOR TRADE-INS									
CONTROL #	P/G	YEAR	MAKE	MODEL	SERIAL NO.	MIL./HRS.	DESCRIPTION		
								ALLOWANCE ON TRADE-IN	
								TOTAL AMOUNT DUE	135631.35

MANSFIELD TRUCK SALES & SERVICE, INC.P. O. Box 262
MIDVALE, OHIO 44653-0262

Deal No. 3376

SOLD TO **DUTCH MAID LOGISTICS INC.**
ADDRESS **3377 ST RT 224 EAST**
CITY-STATE **WILLARD, OH**ZIP **44890**

CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
9350136			06/25/2012	344104
INC. *				
SOURCE	SALESMAN		NO.	
JRN'L <input checked="" type="checkbox"/>	GERRY BILLINGHURST			
	APPRAISER		NO.	

CONTROL NUMBER	QTY	T/S	PROD GRP.	F/S	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
1T137715	1						2013 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR8DN202757	122258.20
								DOCUMENTATION SERVICE F.E.T.	100.00
									13273.15
SALES TAX									
LESS ALLOWANCE FOR TRADE-INS									
CONTROL #	P	G	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HRS.	DESCRIPTION	
TOTAL AMOUNT DUE									135631.35

MANSFIELD TRUCK SALES & SERVICE, INC.P. O. Box 262
MIDVALE, OHIO 44653-0262

Deal No. 3377

CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
9350136			06/25/2012	344204
INC. #	SALESMAN		NO.	
SOURCE	GERRY BILLINGHURST			
JRN'L	APPRaiser		NO.	

SOLD TO **DUTCH MAID LOGISTICS INC.**
 ADDRESS **3377 ST RT 224 EAST**
 CITY-STATE **WILLARD, OH**

ZIP **44890**

CONTROL NUMBER	QTY	T/S	PROD GRP.	F/S	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
1T137716	1						2013 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJRXDN202758	122258.20
								DOCUMENTATION SERVICE F.E.T.	100.00
									13273.15
SALES TAX									
LESS ALLOWANCE FOR TRADE-INS									
CONTROL #	P G	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HR.	DESCRIPTION		
								ALLOWANCE ON TRADE-IN	
								TOTAL AMOUNT DUE →	
								135631.35	

MANSFIELD TRUCK SALES & SERVICE, INC.

P. O. Box 262
MIDVALE, OHIO 44653-0262



Deal No. 3378

SOLD TO **DUTCH MAID LOGISTICS INC.**
ADDRESS **3377 ST RT 224 EAST**
CITY-STATE **WILLARD, OH**

ZIP 44890

CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
9350136			06/25/2012	344304
INC. #				
SOURCE				
JRN'L	SALESMAN	NO.		
	GERRY BILLINGHURST			
	APPRAISER	NO.		

CONTROL NUMBER	QTY	T/S	PROD. GRP.	F/S	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
1T137717	1						2013 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR1DN202759	122258.20
								DOCUMENTATION SERVICE F.E.T.	100.00
									13273.15
SALES TAX									
LESS ALLOWANCE FOR TRADE-INS									
CONTROL #	P	G	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HRS.	DESCRIPTION	
ALLOWANCE ON TRADE-IN									
TOTAL AMOUNT DUE									135631.35

MANSFIELD TRUCK SALES & SERVICE, INC.

P. O. Box 262
MIDVALE, OHIO 44653-0262



Deal No. 3379

SOLD TO **DUTCH MAID LOGISTICS INC.**
ADDRESS **3377 ST RT 224 EAST**
CITY-STATE **WILLARD, OH**

ZIP 44890

CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
9350136			06/25/2012	344404
INC. *				
SOURCE				
JRN'L	SALESMAN	NO.		
	GERRY BILLINGHURST			
	APPRAISER	NO.		

CONTROL NUMBER	QTY	T/S	PROD GRP.	F/S	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
1T137718	1						2013 INTERNATIONAL PROSTAR TRACTOR	3HSDJSJR8DN202760	122258.20
							DOCUMENTATION SERVICE F.E.T.		100.00
									13273.15
SALES TAX									
LESS ALLOWANCE FOR TRADE-INS									
CONTROL #	P	G	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HRS.	DESCRIPTION	
TOTAL AMOUNT DUE									135631.35

INVOICE



Invoice: 102268
 Invoice Date: 10/31/2011
 Deal/Packet: 2764/1
 Branch: 1
 Department: New

Bill-To:

MARK R. LEWIS, LLC.
 PO BOX 2488
 WINTERSVILLE, OH 43963

Ship-To:

MARK R. LEWIS, LLC.
 WATERWORKS RD.
 HOPEDALE, OH 43976

ID: 51276

Ph: 740-937-2343

P/O:

Salesperson: Mike McGown

+ SOLD UNIT(S)

Stock Number: EN-2029

VIN: 3HSDJSJR2CN610654

Make: INTERNATIONAL

Year: 2012

Model: PROSTAR+ 122

Price: \$115,426.46

ADDITIONAL UNIT CHARGES

Tire Credits

Price: -\$252.30

Ohio Documentation Fee

Price: \$150.00

Extended Warranty HD International

Price: \$4,320.00

Unit Price: \$119,644.16

Stock Number: EN-2030

VIN: 3HSDJSJR4CN610655

Make: INTERNATIONAL

Year: 2012

Model: PROSTAR+ 122

Price: \$115,426.46

ADDITIONAL UNIT CHARGES

Tire Credits

Price: -\$252.30

Extended Warranty HD International

Price: \$4,320.00

Unit Price: \$119,494.16

Stock Number: EN-2031

VIN: 3HSDJSJR6CN610656

Make: INTERNATIONAL

Year: 2012

Model: PROSTAR+ 122

Price: \$115,426.46

ADDITIONAL UNIT CHARGES

Tire Credits

Price: -\$252.30

Extended Warranty HD International

Price: \$4,320.00

Unit Price: \$119,494.16

Stock Number: EN-2032

VIN: 3HSDJSJR8CN610657

Make: INTERNATIONAL

Year: 2012

Model: PROSTAR+ 122

Price: \$115,426.46

ADDITIONAL UNIT CHARGES

Tire Credits

Price: -\$252.30

Extended Warranty HD International

Price: \$4,320.00

Unit Price: \$119,494.16

Stock Number: EN-2033

VIN: 3HSDJSJRXCN610658

Make: INTERNATIONAL

Year: 2012

Model: PROSTAR+ 122

Price: \$115,426.46

Invoice: 102268

Invoice Date: 10/31/2011

Customer: 51276

ADDITIONAL UNIT CHARGES

Tire Credits

Extended Warranty HD International

Price: -\$252.30

Price: \$4,320.00

Unit Price: \$119,494.16

Total Sold: \$597,620.80

\$13,820.90

\$13,820.90

\$13,820.90

\$13,820.90

\$13,820.90

Total FET: \$69,104.50

Total: \$666,725.30

Net: \$666,725.30

Balance Due: \$666,725.30

Terms Due: 10/31/2011

Remit Balance Due To:

Hill International Trucks, LLC.

47866 Y & O Road

P.O. Box 2170

East Liverpool, OH 43920

COMMENTS

SIGNATURE

DATE

10/25/16

Thanks,
Mike

Navistar, Inc.

INVOICE

Location: I-70 and SR 310; Elma, OH 43018

Customer/Contact:		Invoice Date: 5/18/11	
Name:		Delivery Date:	
Company:	Telephone Number:	Customer Order Number:	
Name: PCM Transport, LLC	740-285-0245	Customer Account Number:	
Street:		Sales Representative: Dale Whitley	
19419 TR 91		Used Truck Profile:	
City:	State:	Zip Code:	Engine Brand: IHC
Cashocton	OH	43812	Engine Model: MAXXFORCE 13
Ship to (if different from account of):		Other:	
Name:		Lienholder Info:	
Street:		GE Capital Commercial Inc.	
City:		P.O. Box 35707	
State:		Billings, MT 59107-5707	
Zip Code:			

TRUCK DESCRIPTION		<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> USED	(QUANTITY, YEAR, MODEL, VIN, ENG. NO., ETC.)		
Year	Make	Model	VIN	Stock #	Price	
2010	IHC	PRO STAR	3HSDBSYRKAN273449	349-2-90171	\$	90,000.00
2010	IHC	PRO STAR	3HSDBEJR1AN273453	349-2-90169	\$	88,000.00
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-

THIS VEHICLE SOLD AS-IS

The entire risk as to the quality and performance of this vehicle is with the buyer. If the vehicle proves defective, the buyer and not the manufacturer, distributor or seller assumes the entire cost necessary for servicing or repair.

[Signature]
Buyer's Initials

[Signature]
Seller's Initials

TRADE-IN DESCRIPTION			
SETTLEMENT			
Trade Allowance	\$ 20,000.00		
Trade Pay	\$		
CUSTOMER ACCOUNT \$			
TERMS:			
<input checked="" type="checkbox"/>	PAYMENT DUE ON DELIVERY		
<input type="checkbox"/>	PAYMENT DUE _____ DAYS FROM INVOICE DATE		
IF PAYMENT IS NOT RECEIVED AS INDICATED ABOVE, A LATE CHARGE WILL BE ADDED AT THE CONTRACT RATE PERMITTED BY STATE REGULATIONS BUT NOT TO EXCEED 1.5% PER MONTH. THE LATE CHARGE IS NOT INTENDED AS AN ALTERNATIVE TO PAYMENT WHEN DUE.			
RECEIVED UNITS LISTED ABOVE			
<i>[Signature]</i>			
CUSTOMER'S SIGNATURE		DATE 5/18/11	
		INVOICE NUMBER	
		EQUIP. SALES PRICE \$ 178,000.00	
		DESTINATION CHARGE \$	
		PREPARING AND DELIVERY \$	
		TITLE SERVICE FEE \$	
		LICENSE AND TITLE \$	
		FEDERAL EXCISE TAX \$	
		OTHER - Physical Damage \$	
		SALES TAX - \$ exempt	
		OTHER Doc Fees \$ 50.00	
		OTHER - Finance Charge \$	
		TOTAL INVOICE \$ 178,050.00	
		Net Trade Allowance \$	
		Down Payment \$ 20,000.00	
		AMOUNT DUE \$ 158,050.00	

MANSFIELD TRUCK SALES & SERVICE, INC.P.O. Box 262
MIDVALE, OHIO 44853-0262

Deal No. 3180

SOLD TO **DUTCH MAID LOGISTICS INC.**
ADDRESS **3377 ST RT 224 EAST**
CITY-STATE WILLARD, OHZIP **44890**CUSTOMER NUMBER **9350136** STATE CODE COUNTY CODE DATE **01/20/2011** REFERENCE NO. **319004**INC. **9350136**

SOURCE

JAN'L ☒

SALESMAN

APPRAISER

NO. **7004**

JOE MEISER

NO.

YEAR, MAKE, MODEL, ETC.)

DESCRIPTION

SERIAL NUMBER

TOTAL PRICE

F.E.T.

3HSDJ5JF76N423162

11023630

12584.70

250.00

123071.00

123071.00

123071.00

123071.00

123071.00

123071.00

123071.00

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123071.00

LESS ALLOWANCE FOR TRADE-INS

CONTROL # PG YEAR MAKE MODEL SERIAL NO. MIL/HRG. DESCRIPTION

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CONTROL # PG YEAR MAKE MODEL SERIAL NO. MIL/HRG. DESCRIPTION

paid cash

TITLE FEE

SALES TAX

250.00

ALLOWANCE ON TRADE-IN

TOTAL AMOUNT DUE

123071.00